

CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY AD  
DEPUTY CLERK

§ 87(2)(b)

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Because of the lack of communication and not receiving nor answering motions timely, I am noticing the Court that it should not grant relief to the Defendants for the following reasons, but not limited to the reasons stated herein.

### **REASON NUMBER ONE JURISDICTION**

This Court does not have jurisdiction over the parties nor the subject matter. This becomes a constitutional question of law. The Constitutional question of law is whether this Court has the authority to confiscate land in the State of Texas. My position is that the federal government cannot.

### **REASON NUMBER TWO**

Is this Court a Constitutional Court? Does this Court sit pursuant to Article III, section 1 of the Constitution of the United States of America of September 17, 1787, a court with limited jurisdiction?

What Constitution authorizes this Court to exercise its authority over subject matter outside of Washington, D.C.?

Is a United States District Court Judge required to take the oath to defend the Constitution of the United States of America? If not, then any ruling issued by the Court is unconstitutional, not binding, nor enforceable.

If the answer is yes, then this Court has only one option, and that is to declare it has no jurisdiction.

Plaintiff is of the belief that, minus constitutional authority the court has no other option than to dismiss the case for lack of jurisdiction, with prejudice.

### **REASON NUMBER THREE**

The Defendants have not shown any evidence nor presented any evidence that they are entitled to the relief they seek from this Court. What the Defendants have shown is an unconstitutional complaint, using or citing case opinions which do not apply to THIS case. As this Court knows, any attorney can present a good and sometimes convincing argument upon a misinterpretation of the truth. This appears to be what the Defendants are doing. The Plaintiff will now provide the Court with additional facts in support of her allegation.

### **ADDITIONAL ARGUMENTS IN SUPPORT**

The Defendants state, “Belay contrives the involvement of a “trust” into the transaction, invents requirements imposed by a pooling and servicing agreement to perfect a transfer of the loan into the “trust” and concludes, because the loan was

not transferred in accordance with the pooling and servicing agreement, the loan is now unenforceable by anyone.”

Plaintiff initiated an audit on her “loan”, which showed that her Note and Deed of Trust were securitized in the “\$516,556,0000 (Approximate) STRUCTURED ASSET SECURITIES CORPORATION Mortgage Pass-Through Certificates, Series 2005-7XS AURORA LOAN SERVICES, LLC, Master Servicer. The prospectus states that certificates will issue from the transaction and the certificates will represent interest in the trust fund only and will not represent interests in or obligations of any other entity. The trust will issue certificates including the following classes offered hereby. “

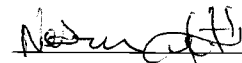
Defendants poke fun at Plaintiff for stating true facts she can prove, as though she were an addled object of derision. The Defendants advance the position citing case opinions in support of what they interpret Plaintiff to have pled. A misinterpretation can cause the interpreter to not only deceive himself, but also to try to convince others into believing the same deception. The Defendants then go on to cite numerous case opinions in an attempt to convince this Court of that deception. The majority of the cited case opinion has nothing to do with either this particular case or Plaintiff’s subject matter.

The assignments which were executed in this matter were entered into without Plaintiff's knowledge or agreement, when in fact, Plaintiff contracted with a specific party, the original lender, and cannot be forced into a new contract with a third party, the assignees, certainly not without full disclosure and agreement.

Plaintiff has a constitutional right to reject becoming a party to a contract through the act of another person, the lender. This presents a question of law which must be determined by a court.

Because of the obvious error of not receiving service, because of the reasons stated above, Plaintiff requests the Court to deny all of Defendants' Motions to Dismiss pursuant to Federal Rules of Civil Procedure 12(b)(6), and, because this Court lacks jurisdiction over the matter, Plaintiff requests that this Court dismiss this case for lack of jurisdiction, with prejudice.

Respectfully submitted,



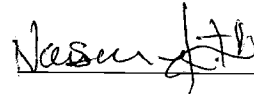
Nesanet Belay  
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### **CERTIFICATE OF SERVICE**

I certify that I sent a true and correct copy of the attached on September 27, 2017 by U. S. Postal Service to:

Andrews D. Thomas  
2001 Ross Avenue, Suite 3600  
Dallas, Texas 75201

Monica Summers  
AKERMAN LLP  
112 E. Pecan Street, Suite 2750  
San Antonio, Texas 78205

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